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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES
11 CENTRAL DISTRICT
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13 PEOPLE OF THE STATE OF CALIFORNIA,

14 Plaintiff,

15 v.

16 LAW ENFORCEMENT APPRENTICESHIP
17 PROGRAM, ET AL.

18 Defendants.
19

Case No. BC414648

**SETTLEMENT AGREEMENT
BETWEEN DEFENDANT ROBERT
ACOSTA AND PLAINTIFF**

20 1. Parties. This Settlement Agreement and Order are entered into by, between, and
21 among the settling parties, Plaintiff, the People of the State of California ("the People"), by
22 Edmund G. Brown Jr., Attorney General of the State of California ("Attorney General") and
23 Defendant Robert Acosta (hereinafter, collectively, also referred to as "Settling defendant").

24 2. Recitals.

25 2.1 Defendant Robert Acosta, (hereinafter "ACOSTA"), held various positions of
26 authority and control over Law Enforcement Apprenticeship Program, serving as officer and
27 director from 2001 to 2005.
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2.2 In May of 2009, the Attorney General, on behalf of the People, sued ACOSTA in the underlying action for breach of fiduciary duty, breach of charitable trust, and unfair business practices.

2.3 ACOSTA denies any wrongdoing.

2.4 The Settling Parties, each of whom, desiring to avoid the expense, uncertainty, and inconvenience of further litigation in this case, state all claims alleged against the Defendant arising out of the Action have been settled.

3. Settlement Terms-Monetary.

3.1 ACOSTA agrees to settle with Plaintiff for \$5,000 (Five thousand dollars). \$2,500 (Two thousand five hundred dollars), representing one half of the settlement payment, shall be retained by the Attorney General for fees and costs incurred by the Charitable Trusts Section in this action, pursuant to Government Code sections 12598 and 12586.2. The monies retained by the Attorney General shall be used exclusively by the Charitable Trusts Section for the administration of the Attorney General's charitable trust enforcement responsibilities. The other half of the settlement payment, in the amount of \$2,500, shall be deposited into the Attorney General's Litigation Deposit Fund for the benefit of the California Community Foundation, a California nonprofit public benefit corporation. Said funds shall be distributed to the California Community Foundation for the specific purpose of supporting programs that provide mentoring for at-risk youth.

3.2 The \$5,000 payment shall be paid by ACOSTA on or before May 3, 2011. All payments pursuant to this paragraph of the Settlement Agreement shall be made payable to the California Department of Justice and shall be delivered to the Attorney General's Office at 300 S. Spring Street, Los Angeles, California 90013, to the attention of Deputy Attorney General Tania M. Ibanez.

4. Settlement Terms - Non-monetary

Cooperation: ACOSTA will fully cooperate and assist the Attorney General in his prosecution of the Action against the remaining defendants in *People v. Law Enforcement Apprenticeship Program* BC 414648. Such cooperation shall include, without limitation:

- a. Providing to the Attorney General promptly and without the necessity for formal discovery request, any and all information and documents reasonably available to ACOSTA in conjunction with the Attorney General's investigation of the facts, events and occurrences at issue in the Action.
- b. Testifying fully and truthfully regarding all events, occurrences, transactions and facts known to ACOSTA relevant to or discoverable in the Action.
- c. Upon reasonable prior notice by Plaintiff's counsel, ACOSTA will be available to testify at deposition, court hearings and trial, without the necessity of subpoena, court order, or the payment of witness-related fees.

5. General Provisions

5.1. Upon the successful completion of all terms of this Agreement, the Settling Parties hereby release and discharge each other party, his/her/its employees, officers, agents, successors and assigns from all civil liability, civil claims, and civil damages known to them that relate to, or arise from, the allegations set forth in the Complaint. The release and discharge set forth in this paragraph is binding only on the parties to this Settlement Agreement. Further, this release and discharge shall not be construed to limit or prevent any party's ability to enforce the terms of this Agreement.

5.2 This Settlement Agreement shall not constitute an admission or finding of any wrongdoing, fault, violation of law, or liability of any of the Defendant.

5.3 This Settlement Agreement contains the entire agreement and understanding among the Settling Parties concerning the subject matter of the Action and supersedes all other agreements of any kind concerning the subject matter of the Action. Each of the undersigned warrants that no promise or inducement has been offered to them except as set forth herein and that the Settlement Agreement is executed without reliance upon any statement or representation by any persons or parties, or their representatives, concerning the nature and extent of injuries and/or damages and/or legal liability herein.

1 5.4 Each of the Settling Parties acknowledges that he, she, or it has read the entire
2 Settlement Agreement and understands it and, in addition, has had an opportunity to discuss the
3 content with an attorney and make whatever investigation or inquiry that party may deem
4 necessary or desirable in connection with the subject matter of the Agreement.

5 5.5 Each of the parties warrants that he, she, or it is legally competent to execute the
6 Settlement Agreement. Any person executing this Settlement Agreement on behalf of any
7 Settling Party does hereby personally represent and warrant to the other parties that he/she/it has
8 the authority to execute this Settlement Agreement on behalf of, and to fully bind, that party.

9 5.6 This Settlement Agreement shall be binding upon the heirs, devisees, executors,
10 affiliates, administrators, successors, assigns, officers, directors, trustees, executors, agents and
11 employees of each and every one of the Settling Parties.

12 5.7 This Settlement Agreement is a product of bargained-for, arms-length negotiations
13 among the Settling Parties and their counsel. No party shall be considered the author of this
14 Agreement.

15 5.8 This Settlement Agreement and all rights and obligations arising out of it shall be
16 governed and construed in accordance with the laws of the State of California.

17 5.9 This Settlement Agreement may be executed in separate counterparts, each of which
18 shall be deemed an original, and said counterparts shall together constitute one Settlement
19 Agreement, binding all parties hereto notwithstanding that all of the parties are not signatory to
20 the original or same counterpart. All original signatures shall be delivered to Tania M. Ibanez,
21 Office of the Attorney General, 300 S. Spring Street, Suite 1702, Los Angeles, CA 90013.

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1 IT IS SO AGREED.

2 DATE:

3 12-2-10

EDMUND G. BROWN JR, Attorney General

4 By

TANIA M. IBANEZ, Deputy Attorney General
Attorneys for the People of the State of California

6
7 DATE:

8 12-2-10

By

ROBERT ACOSTA